

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

LISA RASUMUSSEN, individually and on behalf of all other similarly situated,)	No.
)	
Plaintiff,)	NOTICE OF REMOVAL
)	
v.)	
)	
PACIFIC WEBWORKS, INC., a Nevada Corporation and JOHN DOE DEFENDANT,)	
)	
Defendants.)	

Defendant Pacific Webworks, Inc. ("Webworks") hereby removes the above-captioned action from the Superior Court of Washington, Snohomish County, pursuant to 28 U.S.C. § 1453(b) and 28 U.S.C. § 1446(a), to the United States District Court for the Western District of Washington. In support of its removal, Webworks states as follows:

1. Plaintiff Lisa Rasmussen filed her Class Action Complaint ("Complaint") in the Superior Court of Washington, Snohomish County, on or about November 20, 2009 (a copy of the Complaint is appended hereto as Exhibit A). The Complaint was served on a registered agent of Webworks on December 2, 2009 (a copy of the summons is appended hereto as Exhibit B). No other pleadings have been filed or otherwise received by Webworks.

2. As required by 28 U.S.C. § 1446(b), this Notice of Removal is filed with this Court within thirty days of Webworks' receipt of the Complaint.

DIVERSITY OF CITIZENSHIP AND PUTATIVE CLASS MEMBERSHIP

3. Plaintiff Lisa Rasmussen is a Washington resident. (Compl. ¶ 29.) Webworks is a corporation organized under the laws of the State of Nevada. (*Id.*, ¶ 30.) Webworks does business in a number of states. Webworks is headquartered in Salt Lake City, Utah. (*Id.*) Therefore, there is diversity of citizenship between Ms. Rasmussen and Webworks so the diversity requirement is met under the Class Action Fairness Act, as defined under 28 U.S.C. § 1332(d)(2)(A), (4)(A).

4. As explained below, the number of members of all proposed plaintiff classes in the aggregate is greater than 100, and no defendant is a state, state official, or governmental entity. 42 U.S.C. § 1332(d)(5)(B).

AMOUNT IN CONTROVERSY

5. Plaintiff brings this action on behalf of herself and a “Pacific Webworks Class” defined as “[a]ll Washington residents who submitted payment information to Pacific Webworks for the purpose of obtaining Pacific Webworks’s products or services, and who were charged any amount other than the stated shipping and handling or discounted fee (the ‘Class’).” (Compl. ¶ 41.)

6. Plaintiff does not specify the amount of damages she seeks on behalf of herself and the Class. When the complaint does not specify an amount in controversy, as is the case here, the defendant can remove to federal court by showing that the amount in controversy exceeds the jurisdictional threshold by a preponderance of the evidence. Abrego Abrego v. Dow Chem. Co., 443 F.3d 676, 685 (9th Cir. 2006) (“We therefore hold that under CAFA the burden of establishing removal jurisdiction remains, as before, on the proponent of federal jurisdiction.”); *id.* at 683 (“Where the complaint does not specify the amount of damages sought, the removing defendant must prove by a preponderance of the evidence that the amount in controversy requirement has been met.”). Under the preponderance of evidence standard, “the defendant must provide evidence establishing that it is more likely than not that the amount in controversy exceeds [the threshold] amount.” Sanchez v. Monumental Life Ins.

1 Co., 102 F.3d 398, (9th Cir. 1996) (internal citations and quotation marks omitted). Where a
 2 plaintiff fails to plead a specific amount of damages and the amount in controversy is not
 3 “facially apparent” from the complaint, “the court may consider facts in the removal” notice
 4 to determine the amount at issue. *Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir.
 5 2005) (quoting *Singer v. State Farm Mut. Auto. Ins. Co.*, 113 F.3d 373, 377 (9th Cir. 1997)).

6 7. The Class Action Fairness Act (“CAFA”) provides for federal court
 7 jurisdiction over class action suits when the “amount in controversy” exceeds \$5 million. See
 8 28 U.S.C. § 1332(d)(2). “[U]nder § 1332(d)(6), the claims of class members are aggregated
 9 to determine whether the amount in controversy exceeds \$5,000,000.” Abrego, 445 F.3d at
 10 684. In petitioning this Court for removal, Webworks in no way concedes the truth of the
 11 allegations in the Complaint, admits liability, or concedes that Plaintiff or members of the
 12 class would be entitled to recover any or all of the amounts claimed. (Bell Decl. ¶ 3 (a copy
 13 of the Declaration of Ken Bell, dated December 17, 2009, is being filed simultaneously with
 14 this Notice of Removal.)) Such an admission is not required. “[T]he statute does not make
 15 federal jurisdiction depend on how much the plaintiff is due to recover. The question is what
 16 amount is in controversy.” Spivey v. Vertrue, Inc., 528 F.3d 982, 985-86 (7th Cir. 2008)
 17 (internal citations omitted). In calculating the amount in controversy, Webworks relies on the
 18 allegations in the Complaint and assumes their truth for the purposes of this Notice of
 19 Removal only. Id.; see also Brill v. Countrywide Home Loans, Inc., 427 F.3d 446, 449 (7th
 20 Cir. 2005) (holding that the defendant “did not have to confess liability in order to show that
 21 the controversy exceeds the threshold”); id. (“[P]art of the removing party’s burden is to show
 22 not only what the stakes of the litigation could be, but also what they are given the plaintiff’s
 23 actual demands. . . . The demonstration concerns what the plaintiff is claiming (and thus the
 24 amount in controversy between the parties), not whether plaintiff is likely to win or be
 25 awarded everything he seeks.”) Thus, without admitting liability or damages, Webworks
 26 respectfully contends that the amount in controversy exceeds the \$5 million threshold for
 27 federal jurisdiction.

1 8. Plaintiff seeks each of the following four categories of damages, which should
 2 be considered for the purposes of determining the amount in controversy: (1) general
 3 damages, which requires an examination of purportedly unauthorized charges to the credit or
 4 debit cards of the prospective class; (2) increased or treble damages; (3) attorneys' fees; and
 5 (4) injunctive relief. (Compl. ¶ 57.)

6 General Damages:

7 9. Plaintiff seeks compensation for potential class members, who would
 8 potentially include all Webworks' customers residing in Washington. (Compl. ¶ 41.) Under
 9 the first cause of action, the Plaintiff seeks actual damages under Washington's Consumer
 10 Protection Act. (Compl. ¶ 57.) Plaintiff's second cause of action seeks damages "caused by
 11 Defendant's fraud and/or fraud in the inducement." (Compl. ¶ 71.) Likewise, Plaintiff's third
 12 cause of action seeks damages for conspiracy to commit fraud. (Compl. ¶ 72-78.) Because
 13 the Plaintiff's fraud claims are based on purported misrepresentations about the "efficacy,
 14 association, and price of work-at-home products," damages for fraud may amount to
 15 restitution of any fraudulently induced credit card charges. (Compl. ¶ 60.)

16 10. To determine the amount in controversy for these claims, the Court should
 17 consider charges on accounts of Washington customers from April 2007 to the present.
 18 According to the allegations of the Complaint, Ms. Lisa Rasmussen was charged \$79.90 and
 19 an additional \$24.90 per month without authorization. (Compl. ¶¶ 35-40.) According to the
 20 Complaint, unauthorized charges of \$104.80 are typical. (Compl. ¶¶ 25, 45.)

21 11. For the period from April 2007 to the present, Webworks had 15,731
 22 customers who reside in Washington. (Bell Decl. ¶ 6.) All of these customers pay Webworks
 23 by credit or debit card. (*Id.* ¶ 7.) Assuming, arguendo, the accuracy of the allegations in the
 24 Complaint, and that each customer was only charged a single charge of \$104.80, the
 25 restitution claim alone would place in controversy the amount of \$1,648,608.80. Plaintiff also
 26 alleges that customers were charged an additional monthly charge of \$24.90 "for so long as
 27 the consumer fails to notice this charge and object to it." (Compl. ¶ 25.) This allegation

places in controversy an additional amount of up to \$390,000 per month for the 32-month period from April 2007 to the present. The claim for restitution of initial charges, combined with just nine months of recurring charges would place the amount in controversy in excess of \$5 million.

Increased and/or Treble Damages:

12. Plaintiff also seeks increased and/or treble damages under the Washington Consumer Protection Act, RCW 19.86.0180. (Compl. ¶ 57, Prayer for Relief d.) RCW 19.86.090 allows the court, in its discretion, to “increase the award of damages up to any amount not to exceed three times the actual damages sustained” for violations of RCW 19.86.020, which makes “unfair or deceptive acts or practices in the conduct of any trade or commerce” unlawful. *Id.* Punitive damage awards must be considered in calculating the amount in controversy for jurisdictional purposes. *Yates v. Nimeh*, 486 F.Supp.2d 1084, 1089 (N.D. Cal. 2007) (“In calculating the amount in controversy, the Court must also consider punitive damages that plaintiff can recover as a matter of law.”); *Gibson v. Chrysler Corp.*, 261 F.3d 927, 945 (9th Cir. 2001) (“It is well established that punitive damages are part of the amount in controversy in a civil action.”). Assuming, *arguendo*, that increased and/or treble damages are appropriate here as alleged by Plaintiff, the amount in controversy, not including attorneys’ fees, would be at least \$4.8 million (\$1.6 million x 3) if you consider only the initial charges alleged by Plaintiff and do not consider Plaintiff’s claims concerning recurring monthly charges. If Plaintiff’s claim for recurring monthly charges is taken into account, the amount in controversy would be significantly in excess of \$5 million.

Attorneys’ Fees:

13. Plaintiff also seeks recovery of attorneys’ fees. (Compl., ¶ 57, Prayer for Relief (e).) The Washington Consumer Protection Act, RCW ch. 19.86, under which the Plaintiff brings her first cause of action, provides that a successful plaintiff can “recover the actual damages sustained by him or her, or both, together with the costs of the suit, including a reasonable attorney’s fee.” RCW 19.86.090. Both mandatory and discretionary attorneys’ fee

awards can be considered by the Court in determining the jurisdictional amount. Galt G/S v. JSS Scandinavia, 142 F.3d 1150, 1156 (9th Cir. 1998) (“[W]here an underlying statute authorizes an award of attorneys’ fees, either with mandatory or discretionary language, such fees may be included in the amount in controversy.”).

14. The Plaintiff has retained a purportedly experienced class action firm, KamberEdelson, LLC, to bring suit on behalf of the putative class. (Compl. ¶ 20.) The average attorney fee award in class action cases in the federal courts, as determined by a Federal Judicial Center survey, is 29 percent of the total recovery. See Gregory G. Wrobel & Michael J. Waters, “Early Returns: Impact of the Class Action Fairness Act on Federal Jurisdiction Over State Law Class Actions,” 21-FALL Antitrust 45, 50 (Fall 2006).

15. An award of 29% of a total recovery that excludes Plaintiff’s claims for recurring monthly charges places in controversy an additional sum of \$1.4 million. An attorney fee award of even a mere 5% of a total recovery (excluding recurring monthly charges) places the amount in controversy in excess of \$5 million. Again, if Plaintiff’s claims for recurring monthly charges are considered, as they should be, the amount in controversy is increased substantially.

16. As shown above, Plaintiffs’ claims for general damages, increased and/or treble damages, and attorneys’ fees, by themselves, place the amount in controversy well in excess of \$5 million.

Injunctive Relief:

17. Finally, Plaintiff seeks injunctive relief. (Compl. ¶ 57, Prayer for Relief (c).) “[T]he requirement of the statutory minimum amount in controversy can be satisfied in an injunctive case . . . by showing that the injunction would force the defendant to forgo a benefit to him that is worth more than the threshold amount specified in the diversity statute . . .” *In re Brand Name Prescription Drugs Antitrust Litig.*, 123 F.3d 599, 610 (7th Cir. 1997). Under Count 1, the Plaintiff “seeks an order requiring Defendant to . . . immediately stop its violations” of the Consumer Protection Act. (Compl. ¶ 57.) According to the Complaint,

1 these illegal acts include “(i) creating and supporting advertising that fails to . . . disclose the
 2 actual price of its products; (ii) deceptively inducing Plaintiff and the Classes to proffer
 3 payment information based on misrepresentations; and/or (iii) charging credit cards without
 4 authorization.” (Compl. ¶ 51.)

5 18. Although Webworks disputes any implication that its conduct is illegal, the
 6 injunctive relief sought apparently seeks to close down Webworks’ entire business operation.
 7 (Id. ¶ 51.) By requesting this injunctive relief, the Plaintiff is essentially asking the Court to
 8 order the Defendant to stop all business operations in the State of Washington. Because its
 9 business operations are web-based, it would be difficult if not impossible to limit its business,
 10 particularly its advertising, to non-Washington residents. If the Defendant was obligated to
 11 stop its business operations for even a month, they could stand to lose \$1.4 million in monthly
 12 revenue. (Bell Decl. ¶ 8.) For that reason, a successful injunction would potentially result in
 13 the close of Webworks’ national and international operations, thereby placing the amount in
 14 controversy well in excess of \$5 million. (Id. ¶ 8.)

15 19. A preponderance of the evidence shows that this class action is one over which
 16 this Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). See Sanchez v.
 17 Monumental Life Ins. Co., 102 F.3d 398, (9th Cir. 1996) (holding that under the
 18 preponderance of the evidence standard, “the defendant must provide evidence establishing
 19 that it is more likely than not that the amount in controversy exceeds [the threshold]
 20 amount”); Abrego Abrego v. Dow Chem. Co., 443 F.3d 676, 683 (9th Cir. 2006) (“Where the
 21 complaint does not specify the amount of damages sought, the removing defendant must
 22 prove by a preponderance of the evidence that the amount in controversy requirement has
 23 been met.”).

24 20. Consequently, the case may be removed to this Court by Webworks pursuant
 25 to the provisions of 28 U.S.C. § 1446 because it is a class action in which the named plaintiff
 26 “is a citizen of a State different from any defendant” and because the “matter in controversy
 27

1 exceeds the sum or value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. §
2 1332(d)(2).

3 21. A copy of this Notice of Removal is being served upon Plaintiff through her
4 attorneys of record, and filed with the Clerk of the Superior Court of Washington, Snohomish
5 County, as provided by 28 U.S.C. § 1446(d).

6 22. Copies of all pleadings and orders served upon the removing Defendant in
7 state court are attached as exhibits hereto, pursuant to 28 U.S.C. § 1446(a).

8 23. The United States District Court for the Western District of Washington is the
9 federal judicial district embracing Snohomish County Superior Court, where the suit was
10 originally filed. 28 U.S.C. § 128(b). Seattle is the proper division or location for the matter.
11 CR 5(e)(1).

12 WHEREFORE, Pacific Webworks prays that the above-entitled action be removed to
13 the United States District Court for the Western District of Washington.

14 DATED this 23rd day of December, 2009.

15 Davis Wright Tremaine LLP
16 Attorneys for Defendant Pacific Webworks, Inc.

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27 Attorneys for Defendant Pacific Webworks, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this day, I caused the foregoing **NOTICE OF REMOVAL** to be electronically filed through the CM/ECF system, and served counsel of record, via U.S.

First-Class Mail, addressed as follows:

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DATED this 23rd day of December, 2009.

s/ Kenneth E. Payson

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Exhibit A

FILED

NOV 20 2009

SONYA K. RASK
SNOHOMISH COUNTY CLERK
EX-OFFICIO CLERK OF COURT

SUPERIOR COURT OF WASHINGTON
SNOHOMISH COUNTY

LISA RASMUSSEN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC WEBWORKS, INC., a Nevada
Corporation, and JOHN DOE DEFENDANT,

Defendants.

Case No.

CLASS ACTION

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Lisa Rasmussen brings this action against Defendant Pacific WebWorks, Inc. and John Doe Defendant (hereinafter collectively referred to in the singular as "Defendant") based upon Defendant's practice of deceptively billing Plaintiff and others similarly situated others for unauthorized charges. Plaintiff alleges as follows upon personal knowledge as to herself and her own acts and experiences and, as to all other matters, upon information and belief, including investigation conducted by her own attorneys.

NATURE OF THE ACTION

1. With unemployment rising and wages stagnant, Americans are suffering through the worst economy in decades. In these trying times, ordinary consumers are more vulnerable than ever to a proliferation of work-at-home offers that promise the ability to easily make

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1 thousands of dollars from at-home businesses.

2 2. The offers hosted by Defendant Pacific WebWorks state that consumers will work
3 directly with, and be well-paid by, the giant web search engine Google. The potential to work for
4 this enormously successful company makes the promise of a good income described in the offers
5 from Defendant seem reasonable.

6 3. Defendant's offers begin as initial representations made through spam email
7 offers, sponsored links, banner ads on internet search pages, and most deceptively, as links in
8 fake news articles and fake blogs. The purpose of each of these initial representations is to drive
9 consumer traffic to landing pages on which they can submit a credit card to make a purchase.

10 4. These sponsored links, banner ads, fake news articles, and similar methods of
11 gaining a consumer's attention are created and operated by a group of affiliate marketers and ad
12 networks whose sole objective is to drive traffic to merchant landing pages such as those
13 featuring the products of Defendant Pacific WebWorks. John Doe Defendant acts in this space
14 as an ad network and/or affiliate marketer, and in that capacity, actively drives traffic to Pacific
15 WebWorks's websites for its own monetary gain.

16 5. Defendant Pacific WebWorks and the John Doe Defendant work together to
17 "optimize" transaction pages so as to drive ever-higher rates of purchase. Both are motivated to
18 take this active role because the sales revenue generated on a Pacific WebWorks site is the only
19 way that both Pacific WebWorks and the upstream John Doe Defendant ad network are
20 compensated. Therefore, the John Doe Defendant has a vested interest in not only directing
21 consumers to the product page, but also ensuring and actively inducing the consumer to purchase
22 the product. This optimization can include changing the design of ad pages in the order path
23 including the color, words used, placement of words, font size, placement of the Terms of
24 Service, and the use of such "pressures" as phrases like "You Qualify for Instant Access!" and
25 "...these kits are going FAST!" or the use of running timers counting down the minutes left
26 before an offer "expires." Such pressures are simply fabrications by Defendant that are
27 dynamically inserted into the website at specified screen locations to further drive sales.

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6. As a primary inducement, consumers respond to initial representations and screenshots that appear to state a relationship with Google itself. The use of Google in this manner, and specifically the prospect of working for one of the world's most successful companies, is a primary non-price inducement to deceptively entice consumers to purchase the Pacific WebWorks product.

7. After a consumer is directed by John Doe Defendant to a Pacific WebWorks landing page displaying a work-at-home offer, Defendant pushes a product, often a CD or software kit, purportedly designed to enable consumers to "Earn up to \$978 or more a day using GOOGLE," "Work from Home & learn to make \$1000s a day using GOOGLE!," and informs them "Anyone with a computer and basic typing skills can make money using Google!"

8. These landing pages typically contain language describing their offering "[a]s seen on: Fox News, CNN, and USA Today." The website prominently features network logos without license from these media entities and are plainly designed to suggest to a consumer that the offering is supported by a reputable entity. Pacific WebWorks products have never been "seen on" or endorsed by any of the networks claimed on the websites.

9. The initial landing page seen by a consumer is bright and welcoming, and promises "FAST CASH USING GOOGLE" and "HOME INCOME USING GOOGLE," among other pleasing inducements. Representations that drive consumers to these landing pages promise "\$7500 a month job Working from Home Job: requires basic computer skills." The domain name of this link to one of Defendant's landing pages is "Google.world-Jobs-herald.com/jobs." Banner ads even promise "scam free" offers that link to landing pages used by Defendant on which consumers are promised Pacific WebWorks products at prices that are not, in fact, remotely close to the actual price charged by Pacific WebWorks.

10. Defendant's landing pages often contain a testimonial photo of a consumer that benefited from Defendant's product. In fact, this photo and testimonial are fake, inasmuch as Defendant simply uses a stock photo (commonly available at websites like iStockPhoto.com) and fabricates the testimonial.

COMPLAINT

11. In furtherance of the deception, Defendant's landing pages may be reached from embedded links in fake blog testimonials ("flogs") and fake news articles with, again, stock photos and testimonials purportedly representing actual consumers from one's own city or state. These consumers relate stories of terrific success using the Pacific WebWorks product. Examples of these flogs and fake news articles deceptively used to sell Pacific WebWorks's products are:

a. "USA Online Journal-Finance News" in which "Mary Steadman" tells how she "quit her boring job as a manufacturer's representative" and "now makes \$6,500+ a month" using Pacific WebWorks products.

b. "Consumer Weekly," in which the same "Mary Steadman" photo is used, but this time portrayed as "Elaine Love," tells the story of a woman who also lost her "boring" manufacturing job and now makes thousands using Pacific WebWorks products.

c. "Chicago Job News" at which "Jerry Reynolds" describes how he "lost his boring job as an account representative for a manufacturing company" and "now makes \$5,500+ a month just by submitting small text ads online on Google."

d. "Scott Hunter" on "wthguide.info," a blog that states how Mr. Hunter also "lost his job as a boring account representative for a manufacturing company." "Scott" makes "\$9,000+ a month just by submitting small text ads on Google." Upon information and belief, "Scott Hunter" is the pseudonym of an affiliate marketer driving traffic to a Pacific WebWorks site.

12. "Mary Steadman," the most widely used fake person in fake news articles selling work-at-home products, is also featured or has been featured on the following fake news sites and at least 90 more websites all across the internet: www.Seattle-Tribune.com, www.SeattleChronicleNews.com, www.Seattle Gazette News.com, www.Seattle Post Daily.com, www.The-Seattle-Tribune.com, www.The Seattle Journal News.com, www.The Washington Gazette News.com, www.Washington-Reporter.com, www.Washington-Tribune.com, www.SanFrancisco-Tribune.com, www.SanFranCiscoCityHerald.com, [COMPLAINT](http://www.Sandiego-Tribune-</p>
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 2 www.TheLosAngelesJournal.com, www.LosAngelesTribuneNews,
 3 www.LosAngelesNews7.com, www.LosAngelesFinanceNews.com, www.Los-Angeles-
 4 Weekly.com, www.LosAngelesDispatch.com, www.4KAWeekIn3Steps.com,
 5 www.Action7Journal.com, www.AmericaFinanceNews.com, www.AmericaJobJournal.com,
 6 www.AmericaNewsDaily.com, www.B12-Media.com, www.BargainBoomer.com, www.Best-
 7 Job-In.com, www.BirminghamTribune.co.uk, www.Boston-BusinessNews.com, www.Boston-
 8 Tribune.com, www.BostonFinanceNews.com, www.BostonGazetteNews.com,
 9 www.OrlandoWebTimes, www.ReadSomeNews.com, www.Online-Job-News.com,
 10 www.NYGazetteNews.com, www.NewYorkPostHerald.com, www.NewYorkPostHerald.com.

11 13. Defendant Pacific WebWorks also derives sales from online traffic routed through
 12 fake consumer review sites. At these sites, alleged "advocates" for consumers endorse Pacific
 13 WebWorks's products with laudatory language and within the body of the fake reviews link to
 14 deceptive transaction pages for those products.

15 14. The online order path leading to Defendant's transaction pages are littered with
 16 pictures of individuals that testify to the success they have enjoyed using Pacific WebWorks's
 17 product. The individuals in Defendant's fake photos are not from the consumer's city or state; in
 18 fact, the specific locale represented is dynamically generated by instructions contained in the
 19 underlying source code for the screen page presented. That is, "Sara Stanley" from
 20 "Sacramento" is in fact simply a fictitious person whose city name is generated by source code
 21 that recognizes and responds to the (Sacramento) IP address of the consumer's computer.

22 15. Once at the landing page, a consumer is required to give Pacific WebWorks
 23 certain "personally identifying information" (PII) to "CHECK AVAILABILITY" of this
 24 "LIMITED TIME OFFER!" A consumer's submission of her PII enables Pacific WebWorks to
 25 sell this information to other marketers of goods and products. Thus, a consumer actually does
 26 not have to "qualify" for anything, but is instead submitting to a lead generation process by
 27 which their PII (a "lead") is monetized by Pacific WebWorks and the consumer unknowingly

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1 "consents" to the receipt of additional email offers from an untold number of merchants (i.e.,
2 anyone to whom Pacific WebWorks can sell this information).

3 16. The product offered by Pacific WebWorks is promised at a minimal price, usually
4 less than \$2.00, which is represented as covering all costs of the product. Importantly, in order to
5 cover this small charge, Pacific WebWorks requires that consumers give it a credit card number.

6 17. A consumer's credit card number is entered into a credit card submit field on an
7 online transaction page (the transaction page most often directly follows the landing page – the
8 order path may be understood as starting with the initial representation that drives traffic to the
9 landing path where a consumer's PII is taken. A billing or transaction page completes the online
10 order path).

11 18. Materially, the only price representation clearly and conspicuously displayed on
12 the credit card submit page or in proximity to the credit card submit box is a line that states
13 "Total: \$1.97." Defendant intentionally made all representations of the actual price difficult to
14 locate and/or read, by hiding these representations on a separate page, or displaying these
15 representations far from the payment fields in a miniscule font and diminished color contrast
16 ratio.

17 19. Calls to action like "LIMITED TIME OFFER!" and "WORK FROM HOME,
18 SET YOUR OWN HOURS, THEN LIVE YOUR LIFE!" are found on these pages. These
19 phrases are part of a static background image that are saved and displayed every time the page
20 loads on a consumer's browser.

21 20. Compelling phrases including "Satisfaction Guaranteed," and "100% Trusted!"
22 appear in large print scattered about the page.

23 21. Ultimately, a consumer reasonably understands that ordering the Pacific
24 WebWorks product will cause them to incur a small charge on their credit card. In fact, this
25 small price is simply bait for a credit card number that can then be used to impose additional
26 charges on the consumer.

27 22. While the actual price of a product is always material, Defendant hides the real

1 price of its product in small print at the bottom of the transaction page or simply does not
2 disclose it at all on this checkout page.

3 23. By simply submitting credit card information to Pacific WebWorks in payment of
4 the "discounted fee" of \$1.97 (Defendant also offers its product at \$.97, \$1.95, and \$2.95), a
5 consumer purportedly and unwittingly agrees to a monthly recurring charge of \$79.90 (also, in
6 some instances, \$69.90) for access to a program supposedly containing information that enables a
7 consumer to "Start Making Money Today!"

8 24. Materially and wholly without any clear and conspicuous price disclosure,
9 consumers may also find that they have been billed \$24.90 by Defendant for another unknown
10 product. This charge is recurring in that it appears every month on a consumer's bill. This
11 undisclosed negative option is deceptively tied to a consumer's agreement to pay a small amount
12 for a Pacific WebWorks product and is charged to consumers wholly without their authorization.

13 25. Thus, a consumer reasonably expecting to pay \$1.97 for a Pacific WebWorks
14 product will be charged that sum plus: 1) \$79.90, and 2) \$24.90 a month for as long as the
15 consumer fails to notice this charge and object to it.

16 26. Only the charge of \$1.97 is clearly and conspicuously disclosed to a consumer
17 responding to an offer from Defendant.

18 27. Pacific WebWorks acts with the John Doe Defendant to drive traffic to, promote,
19 and sell its work-at-home product. Correspondingly, John Doe Defendant optimizes and
20 continually oversees the creation of the deceptive advertisements concealing material terms and
21 conditions, described herein, and receives significant revenue from the sale of each poorly-
22 disclosed Pacific WebWorks product. John Doe Defendant pays affiliate marketers and
23 publishers a price far exceeding the de minimis price advertised to consumers (e.g., an ad
24 network will offer an affiliate payout of "\$32.00 / Sale," while on the same page stating "Cost to
25 Consumer: \$1.97").

26 28. Although Defendant uses a number of specific paths and representations for their
27 deception, each order path has a core, common underpinning, namely that a consumer will only

COMPLAINT

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1 be charged \$1.97 for a work at home product sold by or directly associated with Google.
 2 Defendant knows or should know that these ads and offers violate clearly established laws
 3 requiring, among other seminal concerns, that all material purchase terms be clearly and
 4 conspicuously disclosed to consumers.

5 PARTIES

6 29. Plaintiff Lisa Rasmussen is a resident of Washington. She lives in Marysville,
 7 Washington.

8 30. Defendant Pacific WebWorks is an online provider of work-at-home products
 9 marketed to consumers nationwide. Pacific WebWorks is a Nevada corporation headquartered in
 10 and having its principal place of business at 230 West 400 South, 1st Floor, Salt Lake City, Utah
 11 84101.

12 31. John Doe Defendant is an online advertising network that participates in the acts
 13 and practices that have victimized Plaintiff and are the subject of Plaintiff's Complaint. On
 14 information and belief, John Doe Defendant is one of the following corporations or corporate
 15 d/b/a's: (1) Tracking202, Inc.; (2) Media Trust, LLC (Advaliant); (3) CyberPlex, Inc. (CX Digital
 16 Media); (4) Colcadium, Inc. (Ads4Dough); (5) JAR, Media LLC; (6) Sybtrack.com; (7) eSynergy
 17 Media, LLC; (8) W4 Media, LLC; (9) Bskytracking.com; (10) GMB Direct, Inc.; (11) Elite
 18 Clicks Media, LLC; (12) Tracklead.net; (13) Track606.com; (14) Intermark Communications,
 19 Inc. (Copeac); (15) Zoomleads.net; (16) Venture Incorporated (Neverblue); (17) Lidango; and
 20 (18) Convert2Media, LLC.

21 JURISDICTION AND VENUE

22 32. This Court has personal jurisdiction over the Defendant under RCW 4.28.185(a)
 23 and (b) because a significant portion of the acts and/or injuries giving rise to this Complaint
 24 occurred in Washington.

25 33. Jurisdiction is additionally proper in this Court because Pacific WebWorks
 26 operates, conducts, engages in, or carries on business within this State.

27 34. Venue is proper in this Court because a significant portion of the acts and/or

COMPLAINT

1 injuries giving rise to this Complaint occurred in Snohomish County.

2 **FACTS RELATING TO PLAINTIFF LISA RASMUSSEN**

3 35. Plaintiff is currently a full-time nursing student, a parent, and also works part-
4 time. During the relevant time period, Plaintiff hoped to supplement her income in a manner that
5 allowed her the opportunity to work from home. To that end, Plaintiff clicked on a link on her
6 Yahoo home page that took her to what appeared to be a news article consisting of the
7 testimonial experience of a woman that utilized a Pacific WebWorks product to make thousands
8 of dollars a month. This site contained a link to the PII landing page described above and from
9 which Plaintiff reasonably understood that she could receive the Pacific WebWorks product
10 (pitched as "Google Business Kit") for \$1.97. Plaintiff reasonably believed that this was a
11 Google offer.

12 36. Plaintiff did not know that Google itself had nothing to do with this product nor
13 did Plaintiff reasonably understand that, by agreeing to pay Defendant \$1.97, she also consented
14 to be billed for unrevealed products or services at an undisclosed price for an ongoing period.

15 37. Plaintiff only authorized Defendant to bill her credit card for \$1.97.
16 Nevertheless, and wholly without authorization from Plaintiff, on October 26, 2009, Pacific
17 WebWorks took from Plaintiff an additional \$79.90.

18 38. Plaintiff told the Pacific WebWorks representative that she would not have agreed
19 to pay \$79.90 for this product if she would have clearly understood that this was the actual price
20 for the product offered. Nevertheless, despite her vehement assertions that she should not be
21 charged this price, Defendant refused to give Plaintiff a refund of this money.

22 39. Incredibly, *after* this conversation with Defendant's representative, Pacific
23 WebWorks charged Plaintiff the additional sum of \$24.95. Plaintiff does not know what this
24 charge is for and has called Pacific WebWorks repeatedly in an effort to have this additional
25 charge removed from her credit card bill. Various Pacific WebWorks's representatives have
26 assured Plaintiff that this charge will be removed. Despite these assurances, Plaintiff continues
27 to be charged \$24.95 each month by Pacific WebWorks.

COMPLAINT

1 40. Plaintiff has *not* been given a refund from Pacific WebWorks.

2 **CLASS ACTION ALLEGATIONS**

3 41. Plaintiff brings this action pursuant to CR 23 on behalf of herself and a class and
4 one subclass, initially defined as follows.

5 **Pacific WebWorks Class:**

6 All Washington residents who submitted payment information to Pacific
7 WebWorks for the purpose of obtaining Pacific WebWorks's products or
8 services, and who were charged any amount other than a stated shipping and
9 handling or discounted fee (the "Class").

10 **John Doe Defendant Subclass:**

11 All Washington residents who submitted credit card information to a Pacific
12 WebWorks website for the purpose of obtaining Pacific WebWorks's
13 products or services, and who were charged any amount other than a stated
14 shipping and handling or discounted fee, that were traceably driven to Pacific
15 WebWorks website(s) by John Doe Defendant, or affiliate marketers acting
16 through or in conjunction with John Doe Defendant (the "Subclass").

17 The following people are excluded from the Class and Subclass: (1) any Judge or Magistrate
18 presiding over this action and members of their families; (2) Defendant, Defendant's
19 subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its
20 parents have a controlling interest and its current or former employees, officers, and directors;
21 (3) persons who properly execute and file a timely request for exclusion from the Class or
22 Subclass; and (4) the legal representatives, successors, or assigns of any such excluded persons.

23 42. Hereinafter, the above-described Class and Subclass, with their exclusions, shall
24 be termed the "Classes" for purposes of this complaint.

25 43. Numerosity: The exact number of the members of the Classes is unknown and
26 not available to Plaintiff. On information and belief, Defendant has deceived thousands of
27 consumers who are members of the Class and/or Subclass. Individual joinder is impracticable in

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1 part due to numbers and in part due to geographic dispersion throughout Washington. All
2 members of the Classes can be identified through Defendant's records.

3 44. Commonality: There are many questions of law and fact common to the claims of
4 Plaintiff and the other members of the Classes, and those questions predominate over any
5 questions that may affect individual members of the Classes. Common questions for the Classes
6 include, but are not limited to the following:

7 (a) Whether Defendant's conduct described herein violates the Washington
8 Consumer Protection Act (RCW 19.86, *et seq.*), which protects both consumers and
9 competitors by promoting fair competition in commercial markets for goods and services
10 and prohibits any unlawful, unfair or fraudulent business act or practice;

11 (b) Whether Defendant's conduct described herein constitutes fraud in the
12 inducement;

13 (c) Whether Defendant's conduct described herein constitutes conspiracy to
14 commit fraud in the inducement;

15 (d) Whether Defendant's conduct described herein results in unjust
16 enrichment to Defendant;

17 (e) Whether Defendant's conduct described herein results in a breach of
18 contract.

19 45. Typicality: Plaintiff's claims are typical of the claims of other members of the
20 Classes, as Plaintiff and other members sustained damages arising out of wrongful conduct of
21 Defendant based upon similar transactions that were uniformly made to Plaintiff and the public.

22 46. Adequacy of Representation: Plaintiff Rasmussen is committed to vigorously
23 prosecuting this action; has no disabling conflicts with the other members of the Class or
24 Subclass; and has retained competent counsel experienced in this type of litigation.

25 47. Predominance and Superiority: The damages suffered by the individual members
26 of the Classes will likely be relatively small, especially given the burden and expense of
27 individual prosecution of the complex litigation necessitated by the actions of Defendant. It

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would be virtually impossible for the individual members of the Classes to obtain effective relief from the misconduct of Defendant. Even if members of the Classes themselves could sustain such individual litigation, it would still not be preferable to a class action, because individual litigation would increase the delay and expense to all parties due to the complex legal and factual controversies presented in this Complaint. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single Court. Economies of time, effort, and expense will be fostered and uniformity of decisions will be ensured.

THEORIES OF RELIEF

48. Plaintiff asserts all theories of relief individually and on behalf of the Class and Subclass. The legal theories under which she is entitled to relief include but are not necessarily limited to the following.

Count I

Violation of the Washington Consumer Protection Act, RCW ch. 19.86

49. Plaintiff incorporates by reference the foregoing allegations as if fully set forth herein.

50. Washington's Consumer Protection Act, RCW § 19.86.010, *et seq.* ("CPA") declares that any unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful.

51. Defendant, by its acts or practices of (i) creating and supporting advertising that fails to clearly and conspicuously disclose the actual price of its products, (ii) deceptively inducing Plaintiff and the Classes to proffer payment information based on misrepresentations; and/or (iii) charging credit cards without authorization, has created and is continuing to create not only a capacity to deceive but also a likelihood of deception of reasonable consumers acting reasonably under the circumstances.

52. The harm caused by Defendant's conduct is not outweighed by any countervailing benefits to consumers or competition, and the harm is one that consumers themselves could not

COMPLAINT

1 reasonably have avoided.

2 53. Defendant conducts these acts or practices in the course of its trade or commerce.

3 54. Defendant's acts or practices are injurious to the public interest because they have
4 and had the capacity to injure numerous other people — and do in fact injure numerous other
5 people — throughout the state. Defendant's acts and practices are ongoing and widespread.

6 55. Defendant's acts or practices proximately caused Plaintiff and the Classes to lose
7 money.

8 56. Defendant has thereby violated the CPA with respect to Plaintiff and the Classes.

9 57. Plaintiff seeks an order requiring Defendant to, inter alia, (i) immediately stop its
10 violations of the CPA; (ii) pay all actual damages in an amount to be determined at trial; (iii) pay
11 increased or treble damages as the Court deems appropriate; and (iv) pay costs of suit, including
12 reasonable attorney's fees.

13 **Count II**

14 **Fraud and/or Fraud in the Inducement**

15 58. Plaintiff incorporates by reference the foregoing allegations as if fully set forth
16 herein.

17 59. As described with particularity within, Defendant has disseminated, and continues
18 to disseminate advertising that it knows or should reasonably know is false and misleading. This
19 conduct includes, but it is not limited to, promoting and advertising "work-at-home" products
20 without disclosing the actual price, a material term of any transaction. Defendant actively
21 misstates, misrepresents and conceals the actual price(s) consumers are charged when they
22 submit their credit card information.

23 60. Through a series of advertisements, representations and false statements regarding
24 the efficacy, association, and price of work-at-home products, Pacific Web Works and the John
25 Doe Defendant acted in concert to misrepresent the actual price a consumer would be charged.
26 These Defendants took concrete and intentional steps to conceal the Terms of Service and/or all
27 other representations of the actual price placed on consumers' credit cards. Defendant

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1 intentionally made all representations of the actual price difficult to locate and/or read, by hiding
 2 these representations on a separate page, or displaying these representations far from the payment
 3 fields in a miniscule font and diminished color contrast ratio.

4 61. John Doe Defendant, an ad network, actively took part in optimizing the work-at-
 5 home transaction pages to increase the rate of conversions (sales) and has full knowledge and
 6 visibility of the website content and each transaction, including knowledge of the concealed
 7 prices. Specifically, Defendant ad network pays affiliate marketers and publishers a price far
 8 exceeding the de minimis price advertised to consumers (e.g., an ad network will offer an
 9 affiliate who drives traffic to its transaction page a payout of "\$32.00 / Sale," while on the same
 10 page stating, "Cost to Consumer: \$1.97").

11 62. Defendant intentionally misrepresented the association its work-at-home products
 12 have with Google and media outlets by making representations that the products stem from
 13 Google and have been endorsed by television networks.

14 63. By committing the acts alleged in this complaint, Defendant has knowingly
 15 disseminated untrue and/or misleading statements through false advertising in order to sell or
 16 induce members of the public to purchase work-at-home products.

17 64. The price of a consumer product is a material term of any transaction because it
 18 directly affects a consumer's choice of, or conduct regarding, whether to purchase a product.
 19 Defendant's deception or fraud related to the price of consumer products is materially
 20 misleading.

21 65. The misrepresentation of the price of a product is likely to mislead a reasonable
 22 consumer who is acting reasonably under the circumstances.

23 66. Defendant knew or should have known of the falsity of the representations made
 24 regarding the work-at-home products they marketed.

25 67. Defendant intended that the deceptive and fraudulent representations would
 26 induce a consumer to rely and act based on those false representations.

27 68. Plaintiff and members of the Classes were all charged monies far in excess of

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1 what they authorized. Accordingly, Plaintiff and members of the Classes have suffered injury in
2 fact and lost money in justifiable reliance on Defendant's misrepresentations of material fact.

3 69. In deceiving Plaintiff and the Classes by creating and supporting advertising that
4 fails to clearly and conspicuously disclose the actual price of its products, and inducing Plaintiff
5 and the Classes to proffer payment information based on that misrepresentation, Defendant has
6 engaged in fraudulent practices designed to mislead and deceive consumers.

7 70. Plaintiff and the Classes have suffered harm as a proximate result of the wrongful
8 conduct of Defendant.

9 71. Plaintiff seeks, inter alia, damages caused by Defendant's fraud and/or fraud in the
10 inducement.

11 **Count III**

12 **Conspiracy to Commit Fraud and/or Conspiracy to Commit Fraud in the Inducement**

13 72. Plaintiff incorporates by reference the foregoing allegations as if fully set forth
14 herein.

15 73. Pacific WebWorks and John Doe Defendant acted in concert as business partners
16 to drive sales of work-at-home products and cram consumers with unauthorized charges through
17 false and deceptive marketing, actions constituting fraud in the inducement, as stated in Count II
18 of this Complaint.

19 74. As a fundamental part their business relationship, Pacific WebWorks and John
20 Doe Defendant acted to deceive consumers regarding the actual price of the work-at-home
21 products, thereby inducing consumers to submit their credit card information, so that Defendant
22 Pacific WebWorks could cram consumers with unauthorized charges.

23 75. Pacific WebWorks and John Doe Defendant took overt acts in furtherance of their
24 conspiracy. As described with particularity above, Pacific WebWorks and John Doe Defendant
25 formed contracts with each other, created deceptive marketing, advertisements, websites, and
26 other solicitation materials to drive consumers to the work-at-home transaction page with
27 knowledge that the marketing contained therein was false and misleading, and with the intent that

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1 the marketing taken as a whole would be relied on by consumers. Pacific WebWorks and John
 2 Doe Defendant further partnered with affiliate marketers and publishers to increase the
 3 effectiveness of its fraudulent and deceptive marketing. Pacific WebWorks and John Doe
 4 Defendant, working together, and working with non-defendant affiliate marketers and publishers,
 5 formed a mutually beneficial network for the purpose of fraudulently and deceptively inducing
 6 consumers to submit a credit card number.

7 76. Any single Defendant, acting alone, would be unable to accomplish the level of
 8 deception and fraud accomplished by Pacific WebWorks and John Doe Defendant acting
 9 together. The combination of their joint fraud results in a highly fabricated offer that reinforces
 10 the appearance of legitimacy presented to consumers, thereby increasing the likelihood that a
 11 consumer will submit their credit card number.

12 77. Plaintiff and the Classes have suffered harm in the form of monetary damages as a
 13 proximate result of the conspiracy carried out by Pacific WebWorks and John Doe Defendant.

14 78. Plaintiff seeks, inter alia, damages caused by Defendant's conspiracy to commit
 15 fraud and/or conspiracy to commit fraud in the inducement.

16 **Count IV**

17 **Restitution / Unjust Enrichment**

18 79. Plaintiff incorporates by reference the foregoing allegations as if fully set forth
 19 herein.

20 80. Plaintiff and the Classes conferred a monetary benefit on Defendant. Defendant
 21 has received and retained money belonging to Plaintiff and the Classes resulting from substantial
 22 unauthorized charges placed on their credit card bills by Pacific WebWorks. Defendant profits
 23 from each individual purchase made by a consumer after being directed to Pacific WebWorks's
 24 transaction pages.

25 81. Defendant appreciates or has knowledge of such benefit.

26 82. Under principles of equity and good conscience, Defendant should not be
 27 permitted to retain the money belonging to Plaintiff and the Classes, which Defendant has

1 unjustly received as a result of its unlawful actions.

2 83. Plaintiff and other members of the Class suffered damages as a direct result of
3 Defendant's conduct.

4 84. Plaintiff seeks, inter alia, restitution resulting from Defendant's unjust
5 enrichment.

6 **Count V**

7 **Breach of Contract**

8 85. Plaintiff incorporates by reference the foregoing allegations as if fully set forth
9 herein.

10 86. In reliance upon Defendant's misrepresentations and deceptive advertising,
11 Plaintiff entered into a contract to receive a product from Pacific WebWorks at a genuinely
12 discounted price, or for the cost of shipping and handling only. Because of these deceptive
13 misrepresentations, Plaintiff and the Pacific WebWorks Class entered their credit card
14 information with the understanding that they would only be charged a genuinely discounted price
15 or the cost of shipping and handling in exchange for a product from Pacific WebWorks.

16 87. By cramming additional undisclosed charges on the credit/debit cards of Plaintiff
17 and the members of the Pacific WebWorks Class, Pacific WebWorks breached the contract for
18 the purchase of a product at the clearly disclosed price described above. Plaintiff and the
19 members of the Pacific WebWorks Class did not assent to any additional charges and did not
20 reasonably expect that the contract for purchase and sale would include such additional charges.

21 88. At all times relevant to this action, Pacific WebWorks acted willfully and with the
22 intent to breach the contracts they entered into with Plaintiff and the Pacific WebWorks Class.

23 89. Plaintiff and the Pacific WebWorks Class have suffered damages as a direct result
24 of Pacific WebWorks's acts and practices in the form of monies paid and lost.

25 90. Plaintiff seeks, inter alia, damages caused by Defendant's breach of contract.

26 **PRAYER**

27 **WHEREFORE** Plaintiff Lisa Rasmussen, on behalf of herself and the Class and Subclass.

COMPLAINT

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1 prays for the following relief:

- 2 (a) An order certifying the Class and Subclass as defined above;
- 3 (b) Appoint Lisa Rasmussen as Class and Subclass representative and the
- 4 undersigned counsel as lead counsel of this class action;
- 5 (c) Declare that Defendant's actions described herein violate the CPA and common
- 6 law, as alleged herein; and enjoin those actions to the extent necessary to protect
- 7 Plaintiff, the Class and Subclass, and the public;
- 8 (d) Enter judgment against Defendant Pacific WebWorks, Inc. for actual damages
- 9 caused by its conduct, increased and/or trebled to the extent appropriate under
- 10 RCW § 19.86.090;
- 11 (e) Award Plaintiff and the Classes reasonable costs, expenses, and attorneys' fees, to
- 12 the extent permissible;
- 13 (f) Award Plaintiff and the Classes pre- and post-judgment interest, to the extent
- 14 permissible;
- 15 (g) Such further and other relief the Court deems reasonable and just.

16 **JURY DEMAND**


17 Plaintiff requests a trial by jury of all issues so triable.

18

19 Dated: November 19, 2009

20 Respectfully submitted,

21 LAW OFFICES OF CLIFFORD A. CANTOR, P.C.

22 By: 
 23 Clifford A. Cantor, WSBA # 17893
 24 627 208th Ave. SE
 25 Sammamish, WA 98074
 26 Tel: (425) 868-7813
 27 Fax: (425) 868-7870

COMPLAINT

1 Will Haselden
2 Christopher Dore
3 KAMBEREDELSON, LLC
4 350 North LaSalle, Suite 1300
5 Chicago, IL 60654
6 Tel: (312) 589-6370

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Counsel for Plaintiff

COMPLAINT

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Exhibit B

FILED

NOV 20 2009

SONYA AKASKI
SNOHOMISH COUNTY CLERK
EX-OFFICIO CLERK OF COURT

SUPERIOR COURT OF WASHINGTON
SNOHOMISH COUNTY

LISA RASMUSSEN, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC WEBWORKS, INC., a Nevada
corporation, and JOHN DOE DEFENDANT,

Defendants.

Case No.

SUMMONS — 60 days

TO THE DEFENDANT:

A lawsuit has been started against you in the above-entitled court by Lisa Rasmussen, plaintiff. Plaintiff's claim is stated in the written complaint (the "Complaint"), a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this summons within 60 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what she asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

SUMMONS — 60 days

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1 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
2 demand must be in writing and must be served upon the person signing this summons. Within
3 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the
4 service on you of this summons and complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
6 that your written response, if any, may be served on time.

7 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State
8 of Washington.

9 Dated: Nov. 19, 2009

Respectfully submitted,

10

LAW OFFICES OF CLIFFORD A. CANTOR, P.C.

11

By: Cliff Cantor
Clifford A. Cantor, WSBA # 17893

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Will Haselden

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Christopher Dore

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Chicago, IL 60654

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Tel: (312) 589-6370

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Attorneys for Plaintiff

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SUMMONS — 60 days

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